

# **EXHIBIT A**

**From:** "Sarah Pierce" <spierce@better.com>  
**Sent:** Fri, 17 Dec 2021 14:50:14 -0500 (EST)  
**To:** "Kevin Ryan" <kryan@better.com>  
**Subject:** Proposed terms

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Hi Kevin -

Following up on our conversation, I'd like to begin transitioning out of my role and Better, and would like to work with the company toward a smooth transition. To that end, below is my proposal (please forward to the Board):

1. I would agree to non-disparagement and to not affirmatively take action against the company with the information in my possession. I would advocate and promote the company rather than be its adversary.
2. I would assist in the search for a replacement - which is the COO/President role. This person will take over all responsibilities including: overseeing all businesses (mortgage, insurance, real estate), strategy and planning, exec team organization, all headcount under my remit (8,235)
3. I would assist in a smooth transition to the replacement including onboarding of institutional knowledge
4. I would transfer back to the company all vested and unvested options which have the ~\$26 strike price or higher. Vishal also agreed to compensate me with an additional 900,000 options (total of 2M options at \$26 or higher) that I would agree to forgo. This would give the company shares to assist in hiring new management.
5. I would assist in business continuity including transition of licenses in states where I am currently the Qualifying Individual

I would like to be compensated in an amount that is fair, reasonable, and commensurate with my dedication and contributions to the company over the past 6 years (happy to provide further data points on this):

1. In respect of all of my vested and unvested shares and options other than those that have the \$26 or higher strike, the company will (i) purchase from me at the price of \$27 per share all of my vested shares and options, and (ii) accelerate vesting of all of my unvested shares and options which will also thereupon be purchased at \$27 per share
2. I will be paid a consulting or similar fee as a non-employee, independent contractor at a fixed per annum fee of \$2 Million with one year to be guaranteed (i.e., to be paid monthly subject to lump sum payment for unpaid amount if arrangement is terminated sooner than 1 year)

I look forward toward a cordial, mutually acceptable resolution,

Sarah

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**Sarah Pierce**

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